

193407



Mr. Charles L.A. Terreni  
Chief Clerk/Administrator  
South Carolina Public Service Commission  
101 Executive Center Dr., Suite 100  
Columbia, SC 29210

SC PUBLIC SERVICE  
COMMISSION

2008 JUN 13 AM 11:20

RECEIVED

**RE: Tariff and Amended Application  
for Clertech.com, Inc**

Dear Mr. Terreni

Clertech.com, Inc. Hereby submits the enclosed amended application, seeking authority to operate as a (provider or reseller) or (local exchange and exchange access service, interchange services) within the state of South Carolina.

An original signed amended application and Tariff Rules and Regulations is included. Please date and stamp one copy and return it to the undersigned in the postage-paid envelope provided.

Should you have any questions or require additional information, please do not hesitate to contact me at (954) 714-8890 \*7150

Thank You!

Respectfully,

A handwritten signature in black ink, reading "Nelva J. Nazario", is written over a horizontal line.

NELVA J. NAZARIO  
**PROJECT MANAGER**  
Clertech.com, Inc

3501 N. State Road 7  
Lauderhill Lakes, FL 33319  
Phone : (954) 442-8324  
Fax : (954) 714-8890  
Email : info@clertech.com

1625 S. Congress Ave. Ste. 400  
Delray Beach, FL 33445  
Phone : 866-689-7467  
Fax : (561) 274-9263  
Email : custdept@clertech.com

2101 W. Commercial Blvd. Ste. 5350  
Ft. Lauderdale, FL 33309  
Phone : 866-980-5627  
Fax : 954-497-3092  
Email : sales@clertech.com

W W W . C L E R T E C H . C O M

**BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA**

SC PUBLIC SERVICE  
COMMISSION

2008 JUN 13 AM 11:20

RECEIVED

**RE: CLERTECH.COM, INC  
AMENDED APPLICATION  
(SEE PARAGRAPH '9')**

DOCKET NO. 2008-199-C

**ORIGINAL**

*Comes now*, Clertech.com, Inc (The Applicant) pursuant to S.C. Code Ann. §58-9-280(B), as amended, and Section 253 of the telecommunications Act of 1996, respectfully submits this Application to obtain a Certificate of Public Convenience and Necessity to operate as a Competitive Local Exchange Service and resold Interexchange Service within the State of South Carolina. In addition, Applicant requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. Pursuant to S.C. Code Ann. §58-9-585 and the general regulatory authority of the Commission.

In support of this Application, Clertech.com, Inc respectfully states as follow:

**1. Clertech.com, Inc Headquarter**

**CLERTECH.COM, INC  
HEAD QUARTER,  
U.S. OFFICE**  
3500 N. State Road 7, Ste 290  
Lauderdale Lakes, Florida 33319  
Toll Free: 866-442-8324  
Telephone: 954-714-8890  
Fax: 954-714-8895  
[www.clertech.com](http://www.clertech.com)

**2. Questions, inquiries and other communications regarding this application should be sent to:**

**Nelva J. Nazario**  
**Project Manager**  
3500 N. State Road 7, Ste 290  
Lauderdale Lakes, Florida 33319  
Telephone: 954-714-8890 x 7150  
Fax: 954-714-8806  
[nnazario@clertech.com](mailto:nnazario@clertech.com)

**3. Contact person regarding ongoing operations of Clertech.Com, Inc**

**Manetirony Clervrain**  
**PRESIDENT/TREASURER**  
3500 N. State Road 7, Ste 290  
Lauderdale Lakes, Florida 33319  
Telephone: 954-714-8890 x 5001  
Fax: 954-714-8895  
[monti@clertech.com](mailto:monti@clertech.com)

**4. Corporate Information**

Clertech.com, Inc. specializes in advanced IT and telecommunications industry solutions for consumers and businesses worldwide. Founded in 1999, in the state of Florida Clertech enables customers to maximize their possibilities by providing a full suite of innovative, integrated services. Driven by a team of industry experts, Clertech maintains a global focus towards key partnerships, cost-effective strategies and consumer integrity. While Clertech is a stand-alone IT and telecommunications company, its business subsidiaries provide fulfillment and logistics, computer hardware and software products, finance, printing, and graphic design. By implementing a variety of interrelated solutions, Clertech offers an unprecedented approach to maintaining the highest commitment to quality and customer relations.

- A.** A Copy of Clertech.com, Inc Articles of Incorporation is attached as **Exhibit "A"** to the application.

**5. Officers and Directors**

The name and address of the principal corporate officers and directors are in **Exhibit "B"**.

Clertech.com, Inc understands the importance of effective customer service for local service consumers. The Applicant has made arrangements for its customers to call the Company at its toll-free customer service number, 866-442-8324. In addition, Customers may contact the Company in writing at the headquarters address and via e-mail at [support@clertech.com](mailto:support@clertech.com). The toll-free number will be printed on the customer's monthly billing statements.

#### **7. Financial Ability**

Clertech.com Inc has sufficient financial resources to operate in South Carolina. In support of the Company's financial ability to provide the proposed services, the applicant offers its financial statements from 2006, 2007 and current year in **Exhibit "C"**.

#### **8. Managerial and Technical Ability**

**Exhibit "D"** contains a brief overview of the managerial experience of Applicant. The Company has the managerial experience in the telecommunications industry that will allow it to be a successful competitive local exchange and toll provider.

#### **9. Proposed Service Territory**

Clertech.com, Inc proposes to provide basic local exchange service in the zone and exchange areas where BellSouth, Sprint, are designated open to competition. Clertech.com, Inc will serve the zones and exchanges as mapped and described by the incumbent carriers. The local calling area for Clertech.com, Inc. Here for, Clertech.com, Inc customers will, if not larger, local calling area as if they remained customers of the incumbent carriers. Clertech.com, Inc intends to mirror the map and legal description sections of the tariffs filed by the incumbent carriers for the zones and exchanges the Company proposes to serve. List of Tariff are attached in **Exhibit "E"**.

Clertech.com, Inc understands that any future modifications to these zone and exchange boundaries or legal descriptions of these boundaries will automatically be mirrored by Clertech.com, Inc, on a going forward basis. If not mirrored, new detailed maps and legal descriptions, on an individual exchange basis, will be filed with the Commission for approval.

The Applicant "Clertech.com, Inc" has been authorized to do services within but not limited to: Washington and Montana. With a pending applications for: Mississippi State, Oklahoma State, Oregon State, Indiana State, Connecticut State, Alabama State, Wisconsin State, Maryland, North Carolina, Kentucky, Virginia, West Virginia, Texas, New York, New Jersey, Tennessee, Arkansas in a estimated around 40 to 45 States within the United States of America. Clertech.com, Inc has been denied in the state of Florida in 2002 for non compliance for additional information. Clertech.com Inc has not been penalized as CORPORATION or its Subsidiaries.

#### **10. Public Interest and Need**

Approval of this application and Applicant's proposed tariffs will serve the public interest and offer several benefits to consumers in South Carolina. First and foremost, Applicant will offer its Customers the ability to have seamless service for local services as well as intrastate, interstate and international toll services.

The granting of Applicant's application is consistent with S.C. Code Ann. §58-9-280(B), as amended by 1996 Act No. 354, and, in that regarding Applicant makes the following representations to the Commission:

- A. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- B. The provision of local service by Applicant will not adversely impact the availability of affordable local exchange service;
- C. Applicant's local services will meet the service standards required by the Commission;
- D. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- E. The provision of local service by Applicant will not adversely impact the public interest.

Applicant's entry into the local market will not disadvantage any telephone service providers. Incumbent LEC's are presently serving nearly all of the local exchange customers in South Carolina. The history of telecommunications competition has demonstrated that as new entrants improved the price performance of service, consumers benefited from a wider choice of service and options.

The resulting reduced rates that competitive pressures brought to the market stimulated demand, resulting in growing revenues for both new entrants and established firms. Applicant expects that this same phenomena to affect local service over time, thus creating a larger market for all carriers. Therefore, the approval of Applicant's application is clearly in the public interest.

## **11. Waivers and Regulatory Compliance**

Applicant requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the local exchange market.

- A. Applicant requests that it be exempt from any financial recording rules or regulations that require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive provider, Applicant currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers. Since Applicant utilizes GAAP, the Commission will have a reliable method by which to evaluate Applicant's operations. Therefore, Applicant requests to be exempt from any and all USOA requirements of the Commission.
- B. In addition, Applicant requests a waiver of S.C. Reg. 103-610, and to be allowed to maintain its books and records at its headquarters location in Fort Lauderdale, FL. In the event that the Commission finds it necessary to review Applicant's books, this information will be provided upon request to the Commission or Applicant will bear the expense of travel for the Commission staff to examine the books and records located outside of South Carolina.
- C. Applicant requests that it's not to be required to publish local exchange directories. Applicant will make arrangements with the incumbent LECs whereby the names of Applicant's Customers will be included in the directories published by the incumbent LECs. These directories will be distributed to Applicant's Customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Applicant and the incumbent LECs since customers will have to refer to only one directory for a universal listing of customer information.

It would be an unnecessary burden on the Applicant to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for Applicant to simply include its Customer list in the existing directories of the incumbent LECs.

- D. Applicant finally requests waivers of any reporting requirements which are not applicable to competitive providers such as Applicant because such requirements (a) are not consistent with the demands of the competitive market; or (b) they constitute an undue burden on a competitive provider, thereby requiring an ineffective allocation of resources.

Applicant reserves the right to seek any regulatory waivers which may be required for Applicant to compete effectively within the states' local exchange and resale market.

## **12. Flexible Regulation of Local Exchange Services**

In Docket Number 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels.

The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be subject to the same monitoring process as similarly situated competitive local exchange carriers. Applicant submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in the above mentioned docket. The Applicant requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

## **13. Alternative Regulation of Business Service Offerings**

In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to file maximum rates for long distance business service offerings and that its tariffs be presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the tariff filing.

Applicant submits that as a competitor of AT&T in the market for providing telecommunication services to customers, it should be subject to no regulatory constraints greater than those imposed on AT&T. Applicant requests that its interexchange business services offerings described in its proposed tariff be regulated under this form of relaxed regulation.

This Application demonstrates that Applicant has the technical, financial and managerial resources to provide facilities-based and resold local exchange service and resold-based long distance service within South Carolina. The granting of this Application will promote the public interest by increasing the level of competition in the telecommunications markets of the state. Competition of this nature will mandate that all local telecommunications providers will operate more efficiently and improve the overall service quality for consumers.

Approval of the Application of Clertech.com, Inc will serve the public interest by offering consumers throughout the State of South Carolina a meaningful quality service option. Approval of this Application will also benefit consumers by creating greater competition in the interexchange and local marketplace. Competition in the telecommunications marketplace inspires innovation and development of services that meet customer needs cost effectively.



**WHEREFORE**, Applicant respectfully Petitions this Commission for Authority to operate as a facilities based provider of local exchange service and a reseller of telecommunications services in the State of South Carolina in accordance with this Application, for flexible regulatory treatment of its local exchange services, and for such other relief as it deems necessary and appropriate.

By



MANETIRONY CLERVRAIN  
PRESIDENT / TREASURER  
CLERTECH.COM, INC

Columbia, South Carolina

This day 12 of June, 2008

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

RECEIVED  
2008 JUN 13 AM 11:20  
SC PUBLIC SERVICE  
COMMISSION

VERIFICATION OF AMENDED APPLICATION  
FROM CLERTECH.COM, INC

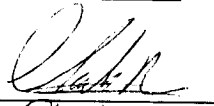
I, **Manetirony Clervrain**, President and Treasurer of Clertech.com, Inc., Hereby Certify that the foregoing Application of Public Convenience Necessity from South Carolina State, has been verified that the information given in this Application is True and Correct, I Knowledge of the Statements of the foregoing Application and I declare that I am sound of mind at the time of the Drafted Application.

By

  
**MANETIRONYCLERVRAIN**  
**PRESIDENT/TREASURER**  
**CLERTECH.COM, INC**

Subscribed and acknowledged, before me by Manetirony  
Clervrain, and subscribed and sworn to before the witnesses, on the  
12 day of June, 2008.

Notary Public

  
Charles Wein

SEAL

Expiration Date

September 14, 2010



**Charles Wein**  
Commission # DD595228  
Expires September 14, 2010  
Signed Troy Fein Insurance # 200-205-7010

**TITLE PAGE**

**TELECOMMUNICATIONS TARIFF  
OF  
CLERTECH.COM, INC**

This tariff contains the description, regulations and rates for the furnishing of services and facilities for telecommunications services provided by Clertech.com, Inc. Telecom with principal offices 3500 N. State Road 7, Lauderdale Lakes, Florida 33319. This tariff applies for service furnished within the state of South Carolina and is on file with the South Carolina Public Service Commission. Copies may be inspected during normal business hours at the Company's principal office in the above address mentioned previously.

CLERTECH.COM, INC. Reserves the Right to Offer its Customers a variety of competitive services as deemed appropriate by the Company or similar services as offered by a dominant exchange service provider.

ISSUED May 30, 2008

**Effective: Certification Pending**

**CLERTECH.COM, INC.  
3500 N. STATE ROAD 7  
LAUDERDALE LAKES, FLORIDA 33319**

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ISSUED May 28, 2008

**Effective: Certification Pending**

**CLERTECH.COM, INC.  
3500 N. STATE ROAD 7  
LAUDERDALE LAKES, FLORIDA 33319**

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ISSUED May 28, 2008

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CLERTECH.COM, INC.  
3500 N. STATE ROAD 7  
LAUDERDALE LAKES, FLORIDA 33319

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ISSUED May 28, 2008

**Effective: Certification Pending**

**CLERTECH.COM, INC.  
3500 N. STATE ROAD 7  
LAUDERDALE LAKES, FLORIDA 33319**

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3500 N. STATE ROAD 7  
LAUDERDALE LAKES, FLORIDA 33319**

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3500 N. STATE ROAD 7  
LAUDERDALE LAKES, FLORIDA 33319

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## TARIFF FORMAT

Page Numbering: Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new Pages are occasionally added to the tariff. When a new Page (sheet) is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page

**11.1.....**

B.Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C.Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

**2.**

**2.1**

**2.1.1**

**2.1.1.A**

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**2.1.1.A.1.(a).I.(i) .(1)**

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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## SYMBOLS

**Explanation of Symbols** - When changes are made in any tariff page, a revised page will be listed canceling the tariff page affected. Changes will be identified on the revised page (s) through the use of the following symbols:

- (C) To signify change in regulation
- (D) To signify discontinued rate, or regulation or text
- (I) To signify increased rate
- (M) To signify material relocated from one page to another without change
- (N) To signify new rate, regulation, or text
- (R) To signify reduced rate
- (T) To signify a change in text or regulation, but no change in rate

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Effective: Certification Pending

CLERTECH.COM, INC.  
3500 N. STATE ROAD 7  
LAUDERDALE LAKES, FLORIDA 33319

## **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions of service applicable to the furnishing of competitive local exchange telecommunications services by Clertech.com.inc ("the Company") to business customers within the state of South Carolina.

ISSUED May 28, 2008

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**CLERTECH.COM, INC.  
3500 N. STATE ROAD 7  
LAUDERDALE LAKES, FLORIDA 33319**

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**CLERTECH.COM, INC.  
3500 N. STATE ROAD 7  
LAUDERDALE LAKES, FLORIDA 33319**

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## 1.0 - DEFINITIONS

**Busy Hour** - The two consecutive half hours during which the greatest volume of traffic is handled.

**Call** - A completed connection between the Calling and Called parties.

**Calling Station** - The telephone number from which a Call originates.

**Called Station** - The telephone number called.

**Carrier** - An entity other than the Company that provides telecommunications services.

**Commission** - The South Carolina Public Service Commission.

**Company** - Clertech.com, Inc, unless specifically stated otherwise.

**Customer** - A person, firm, corporation, partnership or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

**Day** - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

**Disconnect** - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

### **Exchange**

A geographical area established for the administration of telephone service in a specified area, called the "Exchange Area", which usually embraces the city, town or village, and its environs. It may contain one or more central office together with the associated plant, equipment and facilities used in furnishing communication service within that area.

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3500 N. STATE ROAD 7  
LAUDERDALE LAKES, FLORIDA 33319

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**Continued**

**Exchange Area**

The area within which the telephone company furnishes complete telephone service from one specific exchange at the exchange rates applicable within that area.

**Evening** - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

**Incomplete** - Any call where voice transmission between the Calling and Called station is not established.

**Holiday** - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Local Exchange Carrier (LEC)**

LEC refers to the dominant local exchange carrier in an area.

**Message** - A completed telephone call by a Customer or User.

**Minimum Service Term**

The minimum length of time for which a Customer is obligated to pay for service, whether or not retained by the Customer for such minimum length of time.

**Non-Recurring Charge**

The one-time initial charge for services or facilities, including but not limited to, charges for construction, installation or special fees for which the Customer becomes liable at the time the service order is executed.

**Non-Sufficient Funds (NSF) Check**

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions which is returned by that institution with one of the following instructions: non-sufficient funds, uncollected funds, account closed, account frozen, no account.

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CLERTECH.COM, INC.  
3500 N. STATE ROAD 7  
LAUDERDALE LAKES, FLORIDA 33319

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**Continued**

**Normal Business Hours** - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

**N-11 "Service"**

A service provided by certain LECs whereby a Customer may obtain information by dialing in to a service which supplies the information. The Company does not offer N-11 Service because such service cannot be provided on a pre-paid basis.

**Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

**Rate** - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

**State** - South Carolina

**Terminal Equipment** - Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

**User or End User** - Customer or any authorized person or entity that utilizes the Company's services.

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CLERTECH.COM, INC.  
3500 N. STATE ROAD 7  
LAUDERDALE LAKES, FLORIDA 33319



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## 2.0 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

- 2.1.1 The company provides facilities-based local exchange telecommunications service to business Customers for the direct transmission of voice, data and other types of telecommunications.
- 2.1.2 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

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## **2.0 - RULES AND REGULATIONS (continued)**

### **2.2 Limitations of Service**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to make Calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

### **2.3 Use of Service**

Services provided under this tariff may be used for any lawful purposes for which the service is technically suited.

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## **2.0 - RULES AND REGULATIONS (continued)**

### **2.4 Limitations of Liability**

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.4.3 The Company is not liable to Customers for interruptions in service except as set forth in Section 2.6 of this tariff.
- 2.4.4 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.4.5 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:

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**(Continued) Rule and Regulations**

- 2.4.5.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
  
- 2.4.5.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, flood or other catastrophes, war, riots, national emergencies, government or military authorities, strikes, lock-outs, work stoppages or other labor difficulties, or causes beyond the Company's control;
  
- 2.4.5.C Any unlawful or unauthorized use of the Company's facilities and services;
  
- 2.4.5.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
  
- 2.4.5.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

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## 2.0 - RULES AND REGULATIONS (continued)

### 2.4 Limitations of Liability (Cont'd)

- 2.4.5 F The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
- 2.4.5. G Claims arising out of any act or omission of the User in connection with service provided by the Company;
- 2.4.5.H Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.4.5.I Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer;
- 2.4.5.J Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement is caused by negligence or the willful misconduct of the Company's agents or employees;

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**(Continued) Rule and Regulations**

- 2.4.5. K Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.4.5. L Any uncompleted calls due to network busy conditions; and
- 2.4.5. M Any calls not actually attempted to be completed during any period that service is unavailable.
- 2.4.6 The User shall reimburse the Company for all costs, expenses and Fees (Including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.4
- 2.4.7 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide Service to the User, even if the Company has acted as the User's agent in arranging for such facilities or services.
- 2.4.8 Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.4.9 With respect to the services provided pursuant to this tariff, the Company makes no representations or warranties, express or implied, either in fact or by operation of law, statutory or otherwise, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, except those expressly set forth in this tariff. The Company does not authorize anyone to make a warranty or representation of any kind on its behalf and the User should not rely on any such statement.
- 2.4.10 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event

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**(Continued) Rule and Regulations**

exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred.

**2.5 Responsibilities of the Customer**

- 2.5.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.5.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.5.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.

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## **2.0 - RULES AND REGULATIONS (continued)**

### **2.5 Responsibilities of the Customer (continued)**

- 2.5.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.5.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.5.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.
- 2.5.7 The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

### **2.6 Allowances for Interruptions in Service**

#### **2.6.1 General**

- 2.6.1.A A service is interrupted when it becomes unusable to the User, e.g., the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.

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(continued)

**RULE AND REGULATIONS**

- 2.6.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- 2.6.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

**2.6.2 Application of Credits for Interrupted Services**

- 2.6.2.A At the Customer's request, a credit allowance for a continuous interruption of service for more than twenty-four (24) hours will be made in an amount to be determined by the Company on an individual case basis (ICB).
- 2.6.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
- 2.6.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.
- 2.6.2.D When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

**2.6.3 Limitations on Allowances**

- 2.6.3.A No credit allowance will be made for any interruption of service:

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**continued**

- 2.6.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;
- 2.6.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;
- 2.6.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.6.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.6.3.A.5 during any period in which the User continues to use the service on an impaired basis;

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## **2.6 - RULES AND REGULATIONS (continued)**

### **2.6.3 Limitations on Allowances (continued)**

- 2.6.3.A.6 A No credit allowance will be made for any interruption of service;
- 2.6.3. A.7 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.6.3.A. 8 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.6.3.A.9 that was not reported to the Company within thirty (30) days of the date that service was affected.

## **2.7 Deposits**

The Company may at times require deposits from Customers. Interest on deposits will be paid at an annualized rate of seven percent (7%), as required by the South Carolina Public Service Commission.

## **2.8 Advance Payments**

- 2.8.1 The Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the non-recurring charges and one (1) month's charges for the service or facilities. The advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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## **2.0 - RULES AND REGULATIONS (continued)**

### **2.9 Termination of Service**

- 2.9.1 A Customer may terminate service, with or without cause, by giving the Company notice in writing. The Company may terminate service for non-payment of any invoice that is thirty (30) days past due after giving the Customer five (5) business days prior written notice. The Company may terminate service without notice in the event of the Customer maintaining and/or operating its own equipment in a manner that may cause imminent harm to the Company's equipment. If the Customer has signed a Term Agreement, early termination charges may apply.
- 2.9.2 The Customer is responsible for all charges incurred to the Calling Station regardless of which party terminates the service. The Customer shall reimburse the Company for all costs, expenses and fees, including reasonable attorney(s) fees and costs, incurred by the Company in collecting such charges.

### **2.10 Late Payments**

If the Company does not receive payment for the entire billed amount prior to the next billing date, a late payment charge of 1.5% will apply to any undisputed unpaid balance. The 1.5% late payment charge shall not be applied to any balance to which the charge was applied in a previous billing.

### **2.11 Disputed Charges**

- 2.11.1 Within sixty (60) days of the billing date, a Customer may advise the Company that a bill is in dispute in any reasonable manner such as by written notice or by a telephone call directed to the appropriate personnel of the Company:

All undisputed charges remain due and payable at the due date, although a Customer is not required to pay disputed charges while the Company conducts its investigation into the disputed charges, Clertech, Call Center, **1866-442-8324**, address; 1625 Congress Avenue, Suite 400, Del Ray Beach, Florida 33445.

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## 2.0 - RULES AND REGULATIONS (continued)

### 2.11 Disputed Charges (continued)

2.11.2 In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action.

2.11.2.A. The Customer may request, and the Company will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis to avoid having the service disconnected.

2.11.2.B. If there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer may file a complaint with the South Carolina Public Service Commission:

South Carolina Public Service Commission  
101 Executive Center Dr., Suite 100  
Columbia, SC 29210  
PSC Phone:  
803-896-5100 Reception Desk  
PSC Email Contact:  
**contact@psc.sc.gov**

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## **2.12 Restoral of Service**

- 2.12.1 A restoral of service charge will be incurred for each business line/trunk after its temporary suspension because of non-payment of charges. In addition to the restoral charge, the subscriber will be required to pay all charges due, including applicable non-recurring charges, and, if appropriate, a deposit.
- 2.12.2 The restoral charge does not apply when service is reestablished after cancellation of the contract or indefinite discontinuance; in such event, the Customer is required to make a new application for service and to pay the service connection charges applicable thereto.
- 2.12.3 If the subscriber, in order to retain his telephone number and to insure prompt restoration of service, wishes to have his service suspended and pays the rate provided for in this tariff, there will be no restoral charge.

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## **2.0 - RULES AND REGULATIONS (continued)**

### **2.13Suspension of Service at Customer's Request**

#### **2.13.1General**

- 2.13.1.A There will be no extension of the contract period due to a temporary suspension of service where the initial contract period exceeds one month.
- 2.13.1.B Temporary suspension of service may begin on any day of the month provided notice is given sufficiently in advance for arrangements to be made.
- 2.13.1.C More than one period of suspension may be permitted in any one calendar year provided at least one month's full recurring charge shall be paid between each period of suspension.
- 2.13.1.D Service will be restored promptly during day hours except on Sundays and holidays upon sufficient notice from the Customer. There is no charge made for this restoration of service.

#### **2.13.2 Temporary Suspension of Customer's Entire Service at Customer Request**

- 2.13.2.A Complete temporary suspension of service is available to subscribers to any grade of business and residence service, individual line, party line, and private branch exchange service, excluding service station service. Neither outward nor inward service is contemplated during the period of suspension.
- 2.13.2.B Temporary suspension of service with reduction in charges is permitted for any period of one month or more.
- 2.13.2.C The reduction in rate for the period of suspension is equal to 50 percent of the exchange line charge.

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## **2.0 - RULES AND REGULATIONS (continued)**

### **2.14 Cancellation by Customer**

- 2.14.1 Pending proper identification, the Customer may cancel service by notifying the Company.
- 2.14.2 Where an application for service is canceled by the Customer prior to the start of any design work or installation of facilities, no charge applies.
- 2.14.3 When an application which requires special design work is canceled after the design work has begun, the Company may collect charges equal to the cost incurred for the associated design work to date.
- 2.14.4 If cancellation is requested after completion of an installation, it will be treated as a discontinuance of service. Any minimum contract requirements of prescribed service will be applicable.

### **2.15 Refusal or Discontinuance by the Company**

The Company may refuse, suspend or discontinue service under the following conditions without incurring any liability provided that, unless otherwise stated, the Customer shall be given seven (7) days written notice to comply with any rule or to remedy any deficiency.

- 2.15.1 For non-compliance with or violation of any state, municipal, or federal law, ordinance or regulation pertaining to telecommunications service.
- 2.15.2 For use of telecommunications service for any property or purpose other than that described in the application.
- 2.15.3 For noncompliance with or violation of a Regulatory Authority regulation or the Company's rules and regulations on file with the Regulatory Authority.
- 2.15.4 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to

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eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.15.5 For non-payment of any sum due the Company more than thirty (30) days after issuance of the bill for the amount due.

## **2.0 - RULES AND REGULATIONS (continued)**

### **2.16 Taxes**

All federal, state and local taxes (including, but not limited to, franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

### **2.17 Equipment**

The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price list and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission or; the reception of signals by Customer-provided equipment.

### **2.18 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided automatic dialing equipment are not deemed an interruption of service as defined.

### **2.19 Cost of Collection and Repair**

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The Customer is responsible for any and all costs incurred in the collection of moneys due the Company including legal and accounting expenses.

## **2.0 - RULES AND REGULATIONS (continued)**

Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

### **2.20 Returned Checks**

A fee may be charged for each check returned for insufficient funds.

### **2.21 Reconnection Charge**

A reconnection fee may be charged per occurrence when service is re-established for Customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a Customer premises visit is required, an additional fee may be charged.

### **2.22 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable-effort basis at the request of the Customer. Special construction is construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishing of its services;
4. in a quantity greater than that which the Company would normally construct;
5. on an expedited basis;
6. on a temporary basis until permanent facilities are available;

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7. involving abnormal costs; or
8. in advance of its normal construction.

### **3.0 - RULES AND REGULATIONS** (continued)

The Customer will be charged for the special construction based upon engineering, labor and cost of materials. An estimate will be provided to the Customer before any construction is undertaken.

### **3.0 - DESCRIPTION OF SERVICE**

#### **3.1 Local Service Areas**

Local exchange services are provided, where technically and economically feasible, in the exchanges and local calling areas currently serviced by the following incumbent local exchange companies:

BellSouth Telecommunications, Inc. - South Carolina ("BellSouth")

AT&T- South Carolina (AT&T)

#### **3.2 Local Exchange Service**

##### **3.2.1 Business Local Exchange Service**

Business Exchange Line Service provides the Customer with basic business access lines and trunk-featured business access for connection to key and PBX systems from a Customer's business location to the Company's local service network.

##### **3.2.2 Application of Business Rates**

###### **3.2.2. A Business Rates apply at the following locations:**

In offices, stores, factories, and all other places of a strictly business nature;

- In boarding houses (except as noted below), offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs, or lodges, public, private or parochial schools, colleges, hospitals, libraries, churches, and other similar institutions, except in churches and lodges as specified below;

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- At residence locations when the Customer has no regular business telephone, and the use of the service either by himself, members of his household or his guests, or parties calling him

**(Continued) Application Business Rates**

can be considered as more of a business than a residential Nature. This fact might be indicated by some form of advertising, or when such business use is not typically characteristic of residential telephone usage;

At residential locations where the service is located in a shop, office or other place of business;

In college fraternity houses where the members lodge within the house; and/or

At any location where the location and expected usage of telephone service at that location are indicative of a business, trade or profession.

**3.3 Call Management Service**

Call Management Services are telephone service arrangements that may be provided only from central offices equipped to provide one or more of the following Custom Calling/CLASS features, including, but not limited to:

Anonymous Call Rejection (ACR)

Allows Customers to automatically reject calls that have been marked anonymous by the calling party. When ACR is active, the called party receives no alerting (ringing) for a call that has been rejected. The call is routed to a denial announcement and subsequently terminated.

Call Block

Enables the Customer to block calls from preselected telephone numbers (quantity varies by technology) and/or the last incoming call (without knowing the number). To block specified telephone numbers, the Customer builds a screening list. To block an unknown number after receiving a call, the Customer enters a code to add the number to their

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screening list. If facilities are unavailable to provide incoming call screening via the Customer's list, standard call completion will occur. Customers whose telephone numbers are blocked are directed to a Telephone Company recorded announcement.

### **3.3 Call Management Service, continued**

#### Call Forwarding-Busy Line (CFBL)

Allows incoming calls that encounter a busy condition to be forwarded to a predestinated telephone number within the exchange or on the Long Distance Telecommunications Network. The Call Forwarding Customer is responsible for the payment of charges (e.g., toll charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded. The transmission may not meet normal standards depending on the distance and routing necessary. The customer selected forward-to telephone number is preprogrammed at the time service is established and can only be changed via a service order.

Customer will be charge applicable Non-Recurring, Monthly Recurring and usage Charges as specified below.

<b>3.3. (1)</b>	Monthly Recurring Charges
	Basic Local Line- Line Charge
	Two Year Term      \$36.23

#### Optional Features;

Call Forward Busy	\$ 3.50
Call Forward No Answer	\$ 3.50
Sequential Hunting	\$16.50
Circular Hunting	\$16.50
Call Forward Variable	\$ 5. 50
Call Waiting	\$ 7. 00
Speed Calling 8	\$ 5. 00
Three Way Calling	\$ 7. 00
Caller ID Number only	\$10.00
Caller ID Name and Number	\$10.00
Voicemail	\$12.95

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**Continued from Call Management Service**

**3.3 (2.) Non-Recurring charges**

**Installation Charge (per line)**

First line \$69.00

Additional Lines \$69.00

**3.3 (3). Service Order Charges**

Primary Service Order \$50.00 per Order  
Adding lines, moving services, convert product types

Subsequent Order Change \$50.00 per Order  
Adding futures or changing directory listing  
Changing billing information

Record Order charge \$15.00 per line  
Adding or changing directory listings, changing billing Information

PIC Change Charge \$5.00 per line  
Changing InterLATA or intraLATA Carrier

Line Restoral Charge  
Re-establishing service after disconnection for non-payment \$20.00 per line

Technician Visit Charge \$150.00 per occurrence  
Request requiring a technician to be dispatched for work  
Complete

**Call Forwarding-Don't Answer (CFDA)**

Allows incoming calls which are not answered after a predetermined number of rings to be automatically forwarded to a predestinated telephone number within the exchange or on the Long Distance

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Telecommunications Network. The Call Forwarding Customer is responsible for the payment of charges (e.g., toll charges) for each call between the Call Forwarding equipped telephone line and the line to which the call is being forwarded. The transmission may not meet normal standards depending on the distance and routing necessary.

### **3.0 - DESCRIPTION OF SERVICE (continued)**

pre-programmed at the time service is established and can only be changed via service order. No service charge is applicable if the customer requests a ring count change within 30 days from the establishment of this feature on the subscriber's line.

#### Call Forwarding Busy Line or Don't Answer - Multipath

This feature provides customers who subscribe to Call Forwarding Busy Line, Call Forwarding Don't Answer, or Remote Access Call Forwarding Variable the capability to specify the number of calling paths that will be forwarded to another telephone number.

#### Call Forwarding Variable - Remote Access

Provides the Customer that also subscribes to Call Forwarding with the ability to activate, deactivate or change Call Forwarding from a remote location. Remote Access to Call Forwarding can only be accessed from a touch-tone telephone. All charges incurred to access the remote number will be billed appropriately.

#### Call Return

Enables the Customer to redial automatically the last incoming telephone number. If that telephone number is busy, the Telephone Company's equipment will keep trying to call the number for a maximum of thirty (30) minutes beginning with the Customer's activation of Call Return in an attempt to establish the call. The Customer will be signaled with a distinctive ring when the call can be completed.

#### Call Trace

Enables the Customer to initiate a trace of the last incoming call by dialing an activation code before receiving another call. If a trace is successful, the Telephone Company's equipment will record the incoming call detail (not the conversation). The call detail may be provided only to law enforcement authorities upon proper request. The results of the trace .

### **3.3Custom Calling Services (continued)**

Will not be provided to the Customer directly. For further action to be taken, the Customer can contact the Telephone Company via the telephone number provided in the Call Trace Announcement. At its sole option, the Telephone Company will set up a tracing arrangement at no charge to the Customer when in the judgment of the Telephone Company, the unwanted call(s) present a serious threat of bodily harm or destruction of property and Call Trace is not available or is not otherwise a suitable solution. In such situations, the Telephone Company, not the Customer, will perform the entire call trace function.

#### Call Waiting

By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that station. Permits putting first call on hold so that second call can be answered. In Central Offices where the capability exists and has been implemented, subscribers to Call Waiting subscribers may dial activate a Control Call Waiting feature. Before a call is initiated, the subscriber may activate the Control Call Waiting feature and Call Waiting is then made inoperative on the first call initiated by the subscriber immediately following activation of the cancel feature. The feature may also be activated after a call is established, if the customer subscribes to a service that allows flash-hook privileges such as Three-Way Calling. Call Waiting is restored automatically on termination of such a call. During the time the Control Call Waiting feature is activated, incoming callers receive a busy tone.

#### Call Waiting Deluxe

Allows Customers to identify the name and/or number of an incoming caller when they are already speaking on the telephone and receive



another phone call. Where facilities permit, Call Waiting Deluxe service will display the name and/or number of the person calling on the Customer Premises Equipment (CPE). Using this information, Customers may then decide how they want to handle the second caller from a menu choice known as Disposition Codes. The disposition codes appear on the Customers' CPE as menu options.

### **3.3 Custom Calling Services (continued)**

- Talk to the second caller
- Provide the caller with a busy announcement
- Forward the call to a "wait a minute" or call me back" message
- Route the new call to a voice mailbox
- Allow the caller to join the conversation in progress

Call Waiting Deluxe is offered subject to the following limitations:

- A. Customers must also subscribe to Call Waiting and Caller ID Name and Number and Call Waiting Deluxe.
- B. Customers wishing to route new calls to a voice mailbox must also subscribe to voice mail and the appropriate call forwarding service.
- C. Customers are responsible for furnishing their own compatible CPE, which should include the functionality necessary to execute the features of Call Waiting Deluxe.
- D. Available only where central office facilities permit.

The Company assumes no liability, and will be held harmless, for any incompatibility between this equipment and the network features described herein. All terms and conditions, including rates, for the other features associated with the line are as described in the feature-specific sections of this Tariff. Such features must be ordered separate from Call Waiting Deluxe.

#### **Call Waiting ID – Basic**

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When a person is already speaking on the telephone and receives another phone call. Call Waiting ID service will allow for the display of the name and/or number of the new caller on the Customer's CPE. This service allows the Customer to decide if he wants to answer the new incoming call.

**(Continued)**

Caller ID - Name and Number Delivery

Calling Name Delivery – Enables the terminating Customer to identify the calling party by a displayed name before the call is answered. The displayed name is the name associated with the CPN. Calling Name Delivery subscribers must provide and connect their own compatible Customer premises equipment to process the Calling Name Delivery transmission.

Any Telephone Company calling party, whether they subscribe to Caller ID services or not, may prevent the delivery of calling party name and/or number to the called party by dialing an access code immediately prior to placing a call. The access code activates per call blocking. Per call blocking is available at no charge.

Caller ID - Name and Number Delivery (Continued)

Calling Name Delivery (Continued)

If a calling party activates blocking, the calling party name and/or number will not be transmitted across the line to the display equipment of the Caller ID subscriber. Instead, the Caller ID subscriber will receive an anonymous indicator. This anonymous indicator notifies the Caller ID subscriber that the calling party chose to block calling party name and/or number delivery. The blocking of calling party name and/or number will not be provided on calls originating from payphones.

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Per line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following

### **3.0 - DESCRIPTION OF SERVICE (continued)**

Entities and their employees/volunteers, for lines over which the official business of the agency is conducted, including those at the residence of employees/volunteers, where an executive officer of the agency registers with the Telephone Company a need for blocking: (a) private, nonprofit, tax exempt, domestic violence.

#### **3.3 Custom Calling Services**

Intervention agencies and (b) federal, state and local law enforcement agencies. The calling name and/or number will not be transmitted from a line equipped with this capability.

Per line blocking Customers can unblock their calling name and/or number information on a per call basis, at no charge, by dialing an access code immediately prior to placing a call.

In addition to the provisions of the General Exchange Tariff, the Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID Customer of a name and/or telephone number which the calling party has requested to be omitted from the telephone directory or by the disclosing of such name and/or telephone number to any person. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID Customer of a name and/or telephone number which the calling party or the Caller ID Customer finds erroneous, offensive,

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embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. The Company shall not be liable for any claims for damages caused by a telecommunications utility's failure to transmit the privacy indicator to the called party when such indicator has been passed to the telecommunications utility by the Company.

### **3.3 Custom Call Services (continued)**

#### **Caller ID - Name and Number Delivery (continued)**

##### **Service Interactions**

1. Calling name and/or number will not be displayed if the called party is off-hook.
2. Calling name and/or number will not be displayed if the called party answers during the first ring interval.
3. Calling name and/or number are not available with distinctive ringing services having a silent interval length insufficient for name and/or number transmission.
4. Identification of specific stations or extensions served by a PBX is not possible. The main directory number of the PBX will be displayed.
5. Calling name and/or number cannot be identified or transmitted for calls made on a multi-party line. The called party will receive an "unavailable" indicator.
6. Calling name and/or number will be displayed for calls made from another central office only if it is linked by appropriate facilities.

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7. Calling name and/or number will not be displayed if the calling party has activated name and/or number blocking.
8. Caller ID service is required for the provision of Call Waiting ID Options and Call Waiting ID features.

**Call Management Services (continued)**

Calling Number Delivery – Allows the transmission of Calling Party Number (CPN) to the subscriber's access line. When a Calling Number Delivery equipped line is on-hook, CPN is transmitted across the line during the silent interval between the first and second ring. Calling Number Delivery subscribers must provide and connect their own compatible Customer premises equipment to process the CPN transmission.

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**(Continued)**

**3.3 Call Management Services (continued)**

Enhanced Caller ID with Call Management (also available with ACR or with CFDA)

Captures the name and number of callers, both when a line is in use and when it is not in use. Because the service displays names and numbers of new calls before the call is answered (even when the line is in use), it provides the flexibility to identify and to selectively handle the disposition of incoming calls by:

- Answering a waiting call while placing the original call on hold;
- Answer the waiting call, dropping the first party;
- Direct the waiting call to another location (e.g., a voice mailbox or Answering Service); or,
- Conference the waiting call with the existing call.

Enhanced Caller ID with ACR

Allows customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party. For subscribers to this feature, ACR can be activated and deactivated at the customer's discretion through the use of preassigned feature access codes. At this point, the incoming call marked private is managed as a standard ACR call, where the calling party receives a recording and the called party's telephone does not ring. Incoming calls are checked for acceptance or rejection by ACR regardless of the current state of the called party's line (e.g., off-hook or idle).

Repeat Dialing

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Enables the Customer to redial automatically the last outgoing telephone number. If that telephone number is busy, the Company's equipment will keep trying to call the number for a maximum of thirty (30) minutes beginning with the Customer's activation of Auto Redial, in an attempt to establish the call. The Customer will be signaled with a distinctive ring when the call can be completed.

### **3.0 - DESCRIPTION OF SERVICE (continued)**

#### Three-Way Calling

Enables a Customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may not meet normal standards depending on the distance and routing necessary.

#### **3.4 ISDN – Basic Rate Interface (BRI)**

ISDN (BRI) offers two 64 Kbps B-channels and one 16 Kbps D-channel. One or both B- channels may be configured for circuit switching or packet switching. Calls over a B-channel configured for circuit switching may be either voice or data. The d-channel carries out-of-band signaling for the B-channel(s) and may also be configured for packet switching.

#### **3.5 Telecommunications Service Priority System**

The priority provisioning and restoration of services offered under this tariff relative to the National Security Emergency Preparedness (NSEP) Telecommunications Service Priority (TSP) System are in concurrence with the regulations and rates of the incumbent local exchange carrier's Access Services Tariff.

#### **3.6 Operator Services and Directory Assistance**

Operator Services involve live or automated operator assistance to complete Customers' telephone calls. The Company will provide access to Operator Services through arrangements with other telecommunications companies.

Directory Assistance Service provides the Customer with the ability to use a Directory Assistance operator to provide listing information. A maximum of two (2) telephone numbers may be requested per call.

### **3.7 Timing of Calls**

- 3.1.1 The Customer's monthly usage charges for the Company service are based upon the total number of minutes the Customer uses and the service options to which the Customer subscribes. Chargeable time begins at the time the called party answers (*i.e.* when two-way communications is possible), and ends when either party hangs up.

#### **3.0 - DESCRIPTION OF SERVICE (continued)**

- 3.1.2 No charges apply if a Call is not completed.
- 3.1.3 For billing purposes, all Calls are rounded up to the nearest minute and billed in increments of one minute. The minimum Call duration is 1 minute for a connected Call.
- 3.1.4 Where applicable, charges will be rounded up to the nearest penny.

### **3.8 Directory Assistance Call Completion (DACC)**

DACC service provides the Customer with the capability of having the directory assistance operator automatically connect the Customer with the party whose listing information has been requested by the Customer. A DACC charge applies in addition to the per-call charge for Directory Assistance. Clertech, will charge will charge \$0.95 Per call.

### **3.9 Directory Listings**

The Company will provide one (1) Directory Listing (primary listing) for the telephone directory published by the incumbent local exchange service provider in the Customer's exchange area. Additional listings will be provided at an additional monthly recurring charge per listing.

### **3.10 Specialized Pricing Arrangements**

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis (ICB) in response to requests by Customers to the Company for proposals or for competitive bids. Unless



otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly-situated Customers on a non-discriminatory basis.

Advanced services, including, but not limited to, Data Transport Service, Fast Packet Transport Service, ISDN-Primary Rate Interface and Channelized Voice Transport will be provided on Individual Case Basis pricing and terms.

### **3.11 Call Blocking/Toll Restriction**

#### **3.11.1 900/976 Call Blocking**

900/976 Call Blocking permits a Customer, on a per line basis, to block all calls made from the Customer's telephone number to a 900- or 976-type telephone number. This optional service prevents calls to 900/976 information service providers by blocking the dialing sequences "1+900" and "1+976."

3.11.2 1+ dialing sequences may be blocked on a per-line/trunk basis.

#### **3.11.3 Operator Services Blocking**

Calls to Operator Services may be blocked on a per-line/trunk basis by blocking 0+ (when the caller dials 0 plus the telephone number) and 0- (when the caller dials "0" only) calls.

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### **3.0 - (continued)**

#### **3.11 Call Blocking/Toll Restriction**

##### **3.11.4 3rd Party Collect Call Blocking**

Incoming 3rd party-billed and collect calls may be blocked on a per-line/trunk basis.

#### **3.12 Emergency Call Handling Procedures**

Emergency "911" calls are not routed to the Company; they are completed through the local network at no charge.

#### **3.13 Install Wiring Charge**

When a Customer requests the Company to install wiring, the Customer will be responsible for paying the Install Wiring Charge.

#### **3.14 Long Distance Carrier Dialing**

Customers may select one Primary Interexchange Carrier (PIC) for all 1+ and 0+ interLATA toll calls and either the same carrier or a different carrier for all 1+ and 0+ intraLATA toll calls.

#### **3.15 PIC Changes**

##### **3.15.1 IntraLATA Primary Interexchange Carrier (PIC) Request**

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A Customer's initial intraLATA Primary Interexchange Carrier (PIC) request, made during the initial service request is provided at no charge. Thereafter, the Company will charge the Customer an IntraLATA PIC Change Charge each time the Customer requests a change in their intraLATA PIC.

#### 3.15.2 InterLATA Primary Interexchange Carrier (PIC) Request

A Customer's initial interLATA Primary Interexchange Carrier (PIC) request, made during the initial service request is provided at no charge. Thereafter, the Company will charge the Customer an interLATA PIC Change Charge each time the Customer requests a change in their interLATA PIC.

### 3.0 - (continued)

#### 3.16 N11 Services

N11 Services allow Customer to dial special services by dialing a three-digit number (411, 611, 711, and 911):

Dialing "411" allows a Customer to obtain listed telephone numbers from a directory assistance operator.

Dialing "611" allows a Customer to report trouble to the Company's customer service at no additional charge to the Customer.

Dialing "711" allows deaf, hard-of-hearing or speech-impaired persons who use a Texas Telephone ("TT") or similar device to communicate with those who do not use TTs as well as those who do use TTs. The Company provides this access to South Carolina's Telecommunications Relay Service (TRS) through arrangements with other telecommunications carriers. There is no charge for placing 711 calls.

#### 3.17 Local Number Portability (LNP)

Where applicable, the Company will assess End User Customers the monthly Local Number Portability (LNP) fee or fees in Section 4.9 to recover the Company's costs of porting the Customer's number's from its existing carrier to the Company.

#### 3.18 Miscellaneous Service Charges

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Service Charges are nonrecurring charges applying to the ordering, installing, moving, changing, rearranging or furnishing of telecommunication services or facilities.

3.18.1 Line Connection Charge (First Line, Additional Line) - Applies for establishing an exchange access line or trunk. The charge includes service ordering, central office work, exchange access line work and a standard voice miniature six-position network interface.

3.18.2 Line Change Charge (First Line, Additional Line) - Applies per line to miscellaneous customer requested changes on existing service for, but not limited to, number changes and suspend/restore.

### **3.0 - DESCRIPTION OF SERVICE (continued)**

3.18.3 Secondary Service Charge - Applies per customer request for the receiving, recording, and processing of customer requests to change services or add new or additional services.

3.18.4 Premises Work Charge - A nonrecurring charge based on the labor time and miscellaneous material required to perform customer requested work such as rearranging the drop wire, protector and/or network interface.

"Per customer request" is defined as a customer request for service that is ordered at the same time to be provided on the same date, the same premises, the same system, and the same account.

### **3.19 Promotional Offerings**

The Company may, from time to time, make promotional offerings to market its services. These offerings may be limited to certain dates, times and locations. The company will notify the Commission of such offerings as required by Commission rules and regulation.

## **4.0 - RATES AND CHARGES**

### **4.1 Business Bundled Services**

The Company offers bundled services to business subscribers. Bundles may include one or more Local Exchange lines/trunks, Long Distance services, combinations of Call Management services, voice mail, broadband Internet

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access, digital video services, and/or Voice Over Internet Protocol (VOIP) where technically feasible. Rates for Business Bundled Services do not include a charge for an instrument or other Customer premises equipment unless noted otherwise. Business Bundled Services are provided utilizing dedicated facilities to insure service quality.

4.1.1 All-in-One Services<sup>1</sup>

<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>	
A. <u>The Local-Only Bundle</u>	\$ 560.00 <sup>2</sup>	\$ 250.00

Includes:

- Local Exchange service
- Twelve (12) Local Lines
- **4.0 - RATES AND CHARGES** (continued)
- All Call Management Services<sup>3</sup>
- Unlimited LATAWide Local Calling
- 2400 Minutes domestic Long Distance
- Additional domestic Long Distance Minutes
- \$0.039/minute, 24/7

B. <u>The Bundle 1</u>	\$ 499.00 <sup>2</sup>	\$ 250.00
------------------------	------------------------	-----------

Includes:

- Local Exchange Service
- Five (5) Local Lines
- All Call Management Services<sup>3</sup>
- Unlimited LATAWide Local Calling
- 1000 Minutes domestic Long Distance
- Additional domestic Long Distance Minutes
- \$0.039/minute, 24/7
- 1.5 mb Internet Service
- Up to 25 Email Addresses
- w/ Postini, Spam, & Virus Blocking
- One (1) Static IP Address
- 100Mb Storage Space

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- 
- 1Gb Transfer

<sup>1</sup>Long distance service is provided by Clertech.com, Inc. Rate applies to domestic direct-dialed calls only.

<sup>2</sup>Additional lines at the same location are \$21.25 per month, per line.

#### 4.0 – RATES AND CHARGES

##### 4.1.1 All-in-One Services<sup>1</sup>

###### Monthly Rate

###### Non-Recurring Charge

C.	<u>The Bundle 2</u>	\$ 705.00 <sup>2</sup>	\$ 250.00
----	---------------------	------------------------	-----------

Includes:

- Local Exchange Service
- Twelve (12) Local Lines
- All Call Management Services<sup>3</sup>
- Unlimited LATAWide Local Calling
- 2400 Minutes domestic Long Distance
- Additional domestic Long Distance Minutes

\$0.039/minute, 24/7

- 1.5 mb Internet Service
- Up to 25 Email Addresses  
w/ Postini, Spam, & Virus Blocking
- One (1) Static IP Address
- 100Mb Storage Space
- 1Gb Transfer

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D.	<u>The Bundle 3</u>	\$ 905.00 <sup>2</sup>	\$ 250.00
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Includes:

- Local Exchange service
- Twelve (12) Local Lines
- All Call Management Services<sup>3</sup>
- Unlimited LATAWide Local Calling
- 2400 Minutes domestic Long Distance
- Additional domestic Long Distance Minutes

\$0.039/minute, 24/7

- 3.0 mb Internet Service
- Up to 25 Email Addresses

**4.0 - (continued)**

w/ Postini, Spam, & Virus Blocking

- One (1) Static IP Address
- 100Mb Storage Space
- 1Gb Transfer

<sup>1</sup>Long distance service is provided by Clertech.com, Inc. Rate applies to domestic direct-dialed calls only.

<sup>2</sup>Additional lines at the same location are \$21.25 per month, per line.

**4.1 Business Bundled Service**

4.1.1 All-in-One Services<sup>1</sup>

Monthly RateNon-Recurring Charge

E.	<u>The Bundle 4</u>	\$ 1315.00 <sup>2</sup>	\$ 250.00
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Includes:

- Local Exchange service
- Twenty-four (24) Local Lines
- All Call Management Services<sup>3</sup>
- Unlimited LATAWide Local Calling
- 4800 Minutes domestic Long Distance

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- 
- Additional domestic Long Distance Minutes  
\$0.039/minute, 24/7
  - 3.0 mb Internet Service
  - Up to 25 Email Addresses  
w/ Postini, Spam, & Virus Blocking
  - One (1) Static IP Address
  - 100Mb Storage Space
  - 1Gb Transfer

Long distance service is provided by Clertech.com, Inc, Rate applies to Domestic direct-dialed calls only.

<sup>2</sup> Additional lines at the same location are \$21.25 per month, per line.

#### **4.0 – RATES AND CHARGES**

##### **4.1 Business Bundled Services (continued)**

4.1.2 Call Management Services<sup>1</sup> include, but are not limited to, the following:

Anonymous Call Rejection  
Call Block  
Call Forwarding Busy Line  
Call Forwarding Busy Line Multipath  
Call Forwarding Don't Answer  
Call Forwarding Don't Answer Multipath  
Call Return  
Call Return, denial of per activation  
Call Selector  
Call Tracing  
Call Waiting  
Caller ID – Basic  
Caller ID – Deluxe w/o ACR, per line,  
Multiline Hunt Groups  
Caller ID – Deluxe with ACR  
Calling Number Delivery Blocking, Permanent  
Enhanced Caller ID with Call Management  
(with ACR)  
Enhanced Caller ID with Call Management  
(with CFDA)  
Preferred Call Forwarding  
Remote Access Call Forwarding Variable

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Repeat Dialing  
Repeat Dialing, denial of per activation  
Three-Way Calling with Transfer

## 4.2 Stand-Alone Local Exchange Services

### 4.2.1 Business Local Exchange Service

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
Business Line Service, per line	\$ 45.00	\$ 100.00
Hunting Service, per line	\$ 10.00	---

### Continued 4.2

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
4.2.2 Data Transport Service	ICB	ICB
4.2.3 Fast Packet Transport Service	ICB	ICB
4.2.4 ISDN – Primary Rate Interface	ICB	ICB
4.2.5 Channelized Voice Transport	ICB	ICB

## 4.3 Call Management Services Rates:

### A. Packages<sup>1</sup>

	<u>Non-Recurring Monthly Rate</u>	<u>Charge</u>
1. Any 3 Features	\$ 9.00	\$ 12.00
2. Any 4 Features	\$ 12.00	\$ 16.00
3. Any 5 Features	\$ 15.00	\$ 20.00

<b>B. Enhanced Caller ID with ACR, per line</b>	\$ 12.00	\$ 10.00
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<sup>1</sup>See list of available Call Management Services, Section 4.1.2.

## 4.4 Directory and Operator Services

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<u>Charge per Call</u>	
4.4.1	<u>Directory Assistance</u>
	- Local number requested \$ 0.60
	- Non-local number requested \$ 0.60
4.4.2	<u>Directory Assistance Call Completion</u>
	Each \$ 0.95
4.4.3	<u>Operator Services</u>
	Station-to-Station Collect \$ 0.70
	Person-to-Person Collect \$ 1.70
	Operator-Dialed Surcharge \$ 0.50
	Busy Line Verification \$ 0.35
	Emergency Interrupt \$ 0.40

**Continued**

4.4.4	<u>Directory Listings</u>	<u>per Month</u>
	- First listing	<i>no charge</i>
	- Each add'l listing	\$ 1.20

**4.5 ISDN Basic Rate Interface (BRI)**

The Company may provide ISDN BRI service to its Customers by reselling the service of the incumbent local exchange company; therefore, the Company's rates and charges would be the same as those of the incumbent local exchange company.

**4.6 Toll Restriction**

Toll Restriction is an optional central office service that restricts long-distance calling and is provided in addition to business Local Exchange Service:

<u>Monthly</u>	<u>Non-Recurring Charge</u>
\$17.55	\$3.00

**4.7 900/976 Call Restriction**

	<u>Monthly</u>	<u>Non-Recurring Charge</u>
Per Business line equipped	No Charge	\$12.00

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#### 4.8 Miscellaneous Service Charges

##### Non-Recurring Charge

Line Connection Charge	
First Line, per customer request	\$64.00
Additional Line, each	\$26.00
Line Change Charge	
First Line, per customer request	\$25.00
Additional Line, each	\$ 9.00
Secondary Service Charge, per customer request	\$10.00
Premises Work Charge	
1 <sup>st</sup> 15-minute increment or fraction	\$23.00
Each additional 15-minute increment	\$11.00

##### (Continued)

Expedite Charge, per Order	ICB
Missed Appointment Charge, per occurrence	\$ 250.00

#### 4.9 Local Number Portability

Where applicable, the Company will assess on End User Customers a monthly Local Number Portability (LNP) fee or fees to recover the Company's costs of porting the Customer's number/s from its existing carrier to the Company.

	MRC	NRC
<b><u>PBX TRUNKS</u></b>		
TWO-WAY	\$36.23	\$69.00
One Way, out only	\$36.23	\$69.00
One-Way in only	\$36.23	\$69.00
<b><u>Optional Features</u></b>		
DID Termination	\$22.00	\$50.00
Hunting	\$10.00	
<b><u>DID Numbers</u></b>		
Per Blocks of 20	\$3.30	\$480.00
Per Blocks of 100	\$16.50	\$480.00

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**Service Order charges-see 3.3. (3)**

**Trunk Change Charge**

<b>Trunk Configuration</b>	\$50.00
<b>Chanel Configuration</b>	\$50.00

**5.0 Business Line and Trunk Early Termination Charge;**

In addition to the early termination charges set forth in previously Customer should Incurred per line charge of Fifty dollars (\$50.00) per line/trunk that is terminated prior to The end Customer's service team.

**4.10 PIC Change Charge**

Business

Per requested change,

IntraLATA or InterLATA \$ 5.00

**4.11 Late Payment Charge**

A one-time late payment charge of 1.5% will be assessed on an unpaid balance.

**4.12 Returned Check Charge**

A fee of \$30.00 may be charged for each check returned for insufficient funds.

**4.13 Telecommunications Universal Access Fund Assessment**

The Customer will be assessed a monthly Telecommunications Universal Access Fund (TUAF, or UAF) charge that is determined by the South Carolina Public Service Commission. The Commission requires all telecommunications companies providing telecommunications services within South Carolina to contribute to the UAF in a proportionate amount to their gross end-user revenues from such services Clertech will charge the Customer base on the duration of use, timing of the completed calls begins when the call is answered by the called party. The minimum call duration and initial period is 60 seconds (1 minute) and the additional period is measured in 60 second (1

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minute) increments. Uncompleted calls will not be charge to the customer. All time will refer to local time.

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